

2015 MEF NEGOTIATIONS TENTATIVE AGREEMENT

TERM

Three Year Term

WAGES

3% general wage increase effective Fiscal Year 2015-2016. Effective June 21, 2015, all salary ranges for employees holding positions in classifications assigned to MEF shall be increased by approximately 3%.

- In recognition of this three (3) year Memorandum of Agreement (MOA) being reached prior to the adoption of the Fiscal Year 2015-2016 budget, thus providing both the City and employees budget and labor stability for the next three (3) Fiscal Years, a one-time lump sum non-pensionable payment equivalent to approximately 1% of an employee's base pay as of June 20, 2015, shall be made to full-time employees holding positions in classifications assigned to MEF within two (2) full pay periods following ratification by the membership of MEF and approval by City Council. To receive the one-time lump sum non-pensionable payment, a full-time employee must be continuously employed in a represented position from June 20, 2015, to the date when the payment is made. This one-time lump sum non-pensionable payment shall be made separately from an employee's regular pay.

3% general wage increase effective Fiscal Year 2016-2017. Effective June 19, 2016, all salary ranges for employees holding positions in classifications assigned to MEF shall be increased by approximately 3%.

3% general wage increase effective Fiscal Year 2017-2018. Effective the first pay period of Fiscal Year 2017-2018, all salary ranges for employees holding positions in classifications assigned to MEF shall be increased by approximately 3%.

For Fiscal Years 2016-2017 and 2017-2018, the parties agree that this agreement may reopen on the subject of wages by mutual agreement. This means that, notwithstanding the term of the agreement, either party may request to meet and confer over the subject of wages but only during the last two years of the agreement (Fiscal Year 2016-2017 and 2017-2018) and only if the other party agrees. Nothing in this provision should be construed to obligate either party to agree to meet and confer on the subject of wages.

PAYS

Protective Prescription Safety Glasses – See Attached

Protective Footwear – See Attached

Witness Leave – See Attached

Hours of Work and Overtime – ASOs / Sr. Airport Operations Specialists – See Attached Tentative Agreement

Hours of Work and Overtime – Public Safety Dispatchers

**2015 MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

VISION CARE AND HEALTH-IN-LIEU AND DENTAL-IN-LIEU

See Attached

DUES DEDUCTIONS

See Attached

NEW EMPLOYEE ORIENTATION

See Attached

HIRING POLICY

See Attached

VACATION LEAVE

Vacation Accrual Amount – See Attached

Vacation Leave Request Process – See Attached Tentative Agreement

ANNUAL PERFORMANCE EVALUATION

See Attached

DISCIPLINARY ACTION

Letter of Reprimand – See Attached Tentative Agreement

Part-time Unbenefited Employees – See Attached

EMPLOYEE LISTS

See Attached Tentative Agreement

BULLETIN BOARD

See Attached Tentative Agreement

SAFETY

Bulletproof Vests for CSOs – See Attached Tentative Agreement

GRIEVANCE PROCEDURE

See Attached Tentative Agreement

EDUCATION REIMBURSEMENT

See Attached

2015 MEF NEGOTIATIONS TENTATIVE AGREEMENT

SICK LEAVE – ELIBILITY FOR USE

Eligibility for Use of Sick Leave – See Attached Tentative Agreement

Sick Leave for Part-time Employees – See Attached

HOUSEKEEPING

Computation of Vacation Leave – See Attached Tentative Agreement

Benefits and Disability Leave – See Attached Tentative Agreement

Hours of Work and Overtime – Overtime Calculation – See Attached Tentative Agreement

Sick Leave – See Attached Tentative Agreement

SIDE LETTER AGREEMENTS

Shift Bidding – See Attached Tentative Agreement

Higher Class Pay - See Attached

Part-Time Employees - See Attached

Classification Study - See Attached

Community Service Officer Training Pay - See Attached

Pilot Program – Calculation of Overtime for Police Data Specialist Class Series - See Attached

Administrative Costs of the Federated Retirement System - See Attached

Notary Pay – See Attached

The following side letters will continue:

- Employee Commute Benefit Pilot Program - See Attached
- Retiree Healthcare Stakeholder Solutions Working Group and Negotiations - See Attached

REOPENERS

Retirement Issues - See Attached

Medical Benefits - See Attached

** This agreement is considered tentative and shall not be considered final or binding until ratified by union members and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement.*

2015 MEF NEGOTIATIONS
TENTATIVE AGREEMENT

FOR THE CITY:

Jennifer Schembri 6/12/15
Date
Jennifer Schembri
Interim Director of
Employee Relations

Neil Rufino 6/12/15
Date
Neil Rufino
Team Member
City of San Jose

Rizha Ahmed 6/12/15
Date
Rizha Ahmed
Team Member
City of San Jose

not available to sign
Date
Suzanne Wolf
Team Member
City of San Jose

Elsa Cordova 6/12/15
Date
Elsa Cordova
Senior Executive Analyst
Office of Employee Relations

Bill Gold 6-12-15
Date
Bill Gold
Executive Analyst
Office of Employee Relations

FOR THE UNION:

Yolanda A. Cruz 6/12/15
Date
Yolanda Cruz
President
MEF, AFSCME Local 101

Charles Allen 6-12-15
Date
Charles Allen
Business Agent
AFSCME, Local 101

Robyn Zamora 6/12/15
Date
Robyn Zamora
Team Member
MEF, AFSCME, Local 101

not available to sign
Date
Andy Paul
Team Member
MEF, AFSCME, Local 101

Dan Earl 6/12/15
Date
Dan Earl
Team Member
MEF, AFSCME, Local 101

Cindy Harlin 6/12/15
Date
Cindy Harlin
Team Member
MEF, AFSCME, Local 101

not available to sign
Date
Brent Harvey
Team Member
MEF, AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – PROTECTIVE EYEWEAR

City Proposed Language:

ARTICLE 12 WAGES AND PAY

12.18 Protective Prescription Safety Glasses. The City agrees to reimburse eligible employees in the classifications listed below who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for up to \$200.00 for full-time employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses as needed, but no more than once per calendar year. The City will replace the employee's protective eyewear if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

- Aquatic Toxicologist
- Biologist
- Chemist
- Associate Construction Inspector
- Senior Construction Inspector
- Lab Technician I/II
- Water Meter Reader
- Microbiologist
- Industrial Process Control Senior Specialist I/II

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – PROTECTIVE FOOTWEAR

City Proposed Language:

ARTICLE 12 WAGES AND SPECIAL PAY

12.11 Protective Footwear. The City agrees to reimburse eligible employees provide a voucher for the purchase of protective footwear for up to \$150-200 for full-time employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full-time employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 12.10 above are not eligible to receive a voucher for protective footwear under this provision.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF - WITNESS LEAVE

City Proposed Language:

ARTICLE 10 LEAVES

10.7 Witness Leave. Each full-time employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of their employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive their regular salary during the term of their service as a witness under subpoena, less any and all witness fees which the employee may receive therefore. Compensation will not be paid if the employee is a party to a state or federal action.

10.7.1 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with their employment, shall be credited with overtime for the time spent in court, or ~~for two (2) hours~~ shall be entitled to the compensation provided by Section 12.7, whichever is greater, less any and all witness fees which the employee may receive therefore. Compensation will not be paid if the employee is a party to the State or Federal action.

10.7.2 Upon service of subpoena, an employee shall immediately advise their Department Director, or designee, or supervisor thereof, and of the time when the employee is required to appear in Court.

10.7.3 Employees who are required to perform standby duty for Witness Leave shall be entitled to the compensation provided by Section 12.8. In the event the employee is called from off-duty to testify in any court, under subpoena, on any subject connected with their employment, the employee shall be entitled to the compensation provided by Section 10.7.1 above, in lieu of the compensation provided by Section 12.8.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – HOURS OF WORK AND OVERTIME

City Proposed Language:

ARTICLE 7 HOURS OF WORK AND OVERTIME

- 7.3 The normal work schedule shall be forty (40)-hours consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period of at least thirty (30) minutes, Monday through Friday. Insofar as is possible, lunch periods shall be scheduled in the middle of the shift. The length of any lunch period is subject to supervisory approval.

7.3.1 Full-time employees in the Senior Airport Operations Specialist classification (3514) in the Airport Department, full-time employees in the Animal Services Officer classification (3252) in the Public Works Department, and/or full-time employees in the Senior Animal Services Officer Classification (3251) in the Public Works Department shall work either a straight eight (8) hour shift without an unpaid lunch five (5) days a week or a straight ten (10) hour shift without an unpaid lunch four (4) days a week.

7.3.1.1 Employees in the classifications listed in 7.3.1 will be required to perform activities that are work related during their entire work shift. If an employee needs to be relieved of active work time for any period of time during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.

An employee is not required to use their leave to take their two (2) fifteen (15) minute breaks (or rest period), which cannot be combined. Insofar as is possible, breaks (or rest periods) shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an employee to take a rest period shall not be a basis for any claim for overtime compensation.

7.3.1.2 Full-time employees in the Senior Airport Operations Specialist classification (3514) may not leave Airport property, unless performing work off-site as directed by their supervisor, and must be available to perform activities that are work related during their entire work shift. If an employee needs to leave Airport property and/or is unavailable to perform activities that are work related for any reason during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.

7.3.1.3 Full-time employees in the Animal Services Officer classification (3252), and/or full-time employees in the Senior Animal Services Officer Classification (3251) may be required to respond to emergency calls and must be available to perform activities that are work related during their entire work shift. If an employee is unavailable to perform activities that are work related for any reason during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

J Schembri 5/26/15
Jennifer Schembri
Interim Director of
Employee Relations

FOR THE UNION:

Yolanda A. Cruz 5/26/15
Yolanda Cruz
President
MEF, AFSCME Local 101

Charles Allen 6-4-15
Charles Allen
Business Agent
AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO MEF – HOURS OF WORK AND OVERTIME

City Proposed Language:

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.3 The normal work schedule shall be forty (40)-hours consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period of at least thirty (30) minutes, Monday through Friday. Insofar as is possible, lunch periods shall be scheduled in the middle of the shift. The length of any lunch period is subject to supervisory approval.

7.3.2 Paid time off (excluding Sick Leave) shall be considered time worked for the purpose of calculating eligibility for overtime compensation for employees in the classifications listed below:

- Public Safety Communications Specialist
- Public Safety Communications Specialist (PT)
- Public Safety Radio Dispatcher
- Public Safety Radio Dispatcher (PT)
- Public Safety Radio Dispatcher Trainee
- Public Safety Radio Dispatcher Trainee (PT)
- Senior Public Safety Dispatcher
- Senior Public Safety Dispatcher (PT)
- Supervising Public Safety Dispatcher

2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO MEF – BENEFITS

City Proposed Language:

ARTICLE 13 BENEFITS

13.3 Payment-in-Lieu of Health and Dental Insurance. The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

13.3.1 Employees who qualify for and participate in the payment-in-lieu health and/or dental insurance program will receive the following per pay period:

	Health-in-Lieu	Dental-in-Lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

Health Insurance Tier	Health-in-Lieu	Dental -in-Lieu
Employee	\$89.09	\$6.65
Employee plus spouse/domestic partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee or retiree.

~~13.3.2 Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive fifty percent (50%) of the City's contribution toward their health and/or dental insurance at the lowest cost single or family plan if the employee is eligible for family coverage. The City will retain the remaining fifty percent (50%) of that contribution.~~

13.11 Vision Care. The City will contribute towards vision care for eligible full-time employees up to sixteen dollars (\$16) per month (\$8.00 for 24 biweekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

13.11.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – UNION RIGHTS

City Proposed Language:

ARTICLE 6 UNION RIGHTS

6.5 Dues Deduction

6.5.8 Union dues payable to AFSCME shall be maintained if a dues paying member transfers from a MEF-represented position to a CEO-represented position, or vice-versa.

6.5.8.1 Should a dues paying member transfer from a MEF-represented position to a CEO-represented position, or vice-versa, a thirty (30) calendar day window will open in which the member may opt to resign their membership and become an agency fee payer. Resignation shall be in writing addressed to the City's Municipal Employee Relations Officer, or designee, with a copy to the Union.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – NEW EMPLOYEE ORIENTATION

City Proposed Language:

ARTICLE 6 UNION RIGHTS

- 6.8 New Employee Orientation. The City shall provide designated MEF representative(s) reasonable access to new employees during the monthly-new employee orientations for full-time and part-time employees to provide information on MEF. Attendance at any presentations by MEF shall be voluntary on the part of the new employee. The Human Resources Department shall work out arrangements with designated MEF representatives.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – HIRING POLICY

City Proposed Language:

ARTICLE 25 HIRING POLICY

25.1 The City of San Jose Hiring Policy contained in the City Policy Manual contains the procedures and policies for hiring. The Hiring Policy shall include a reference to Salary Resolution #51870, which contains definitions of various terms including, but not limited to, step placement, promotion, lateral transfer, and demotion.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – VACATION LEAVE

City Proposed Language:

ARTICLE 10 LEAVES

10.2 Vacation and Personal Leave

10.2.1 Eligible Full-time Employee - Vacation. Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following:

10.2.1.1 An employee shall accrue vacation leave at a rate specified below for each hour worked in each year of employment as specified:

<u>Years of Service</u>	<u>Hours of Vacation Per 26 Pay Period Cycle</u>
First 5 years	80 hours
6 – 10 years	120 hours
11 – 12 years	136 hours
13 – 14 years	152 hours
15 – 20 years	168 hours
21 - 24 years	178 hours
25 or more years	188 hours

2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

MEF COUNTERPROPOSAL TO CITY – LEAVES

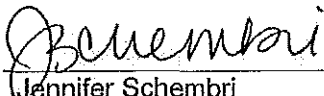
City Proposed Language:

ARTICLE 10 LEAVES

10.2.2 Vacation Leave. Use of accrued vacation or personal leave is subject to the advanced approval of the Department Director or designee. Any and all leaves granted pursuant to this Article shall be granted at such time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, except no employee who is authorized to take a leave for vacation purposes shall be required to commence such leave at a time other than the beginning of a work week, unless the employee elects or consents to commence such leave at another and different time. Employees shall submit written requests to their immediate supervisor or designee for all vacation leave in advance and as early as practical. Written response to the leave request will be provided back to the employee within ten (10) working days of the receipt of the written request. If a written response is not received by the employee within ten (10) working days, the request may be submitted to the Department Director or designees and/or the Office of Employee Relations. Nothing in this section shall interfere with an established vacation scheduling procedure.

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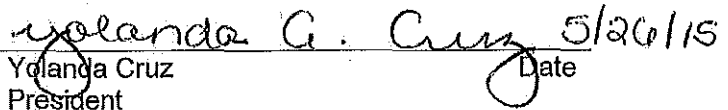
FOR THE CITY:




Jennifer Schembri
Interim Director of
Employee Relations

5/26/15
Date

FOR THE UNION:


Yolanda Cruz
President
MEF, AFSCME Local 101

5/26/15
Date


Charles Allen
Business Agent
AFSCME, Local 101

6-4-15
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – ANNUAL PERFORMANCE EVALUATION

City Proposed Language:

ARTICLE 18 ANNUAL AND SPECIAL PERFORMANCE EVALUATION

18.2 Key Element Review. If the employee formally receives an overall performance rating of meets standard on either an annual or special performance evaluation, but receives a below meets standard in an individual key element rating, the employee may request a review of that individual key element by the Department Director or designee. The employee must submit a written request to the Director or designee specifying the reasons for such request, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Director or designee shall look into the request and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Director or designee shall be final and binding.

18.2.1 All employees represented by the Union shall be evaluated using the standard performance evaluation form as designated by Human Resources and the Office of Employee Relations. Any changes to the performance evaluation form shall be provided in advance to the Union pursuant to Article 20 of this agreement.

C-7U
4/24/15

CITY COUNTERPROPOSAL TO MEF – DISCIPLINARY ACTION

City Proposed Language:

ARTICLE 19 DISCIPLINARY ACTION

19.1 The City of San Jose discipline policy applies to both regular permanent (nonprobationary) full-time and regular permanent (non-probationary) part-time benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. The levels of discipline include informal actions, which are oral counseling, documented oral counseling and written reprimand. Formal disciplinary actions are suspension, salary step reduction, demotion and dismissal.

19.1.1 Employees may submit a rebuttal to a Letter of Reprimand within thirty (30) days. The rebuttal will be kept in the employee's permanent personnel file.

Tentative Agreement:

Behembri
5/5/15

Cd
5-5-15

Rokym Zamora 5-15-15
on behalf of Yolanda Cruz

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – DISCIPLINARY ACTION

City Proposed Language:

ARTICLE 19 DISCIPLINARY ACTION

19.1 The City of San Jose discipline policy applies to both regular permanent (nonprobationary) full-time and regular permanent (non-probationary) part-time benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. The levels of discipline include informal actions, which are oral counseling, documented oral counseling and written reprimand. Formal disciplinary actions are suspension, salary step reduction, demotion and dismissal.

19.1.2 Part-time unbenefited employees subject to separation due to disciplinary action may request a meeting with the Office of Employee Relations.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO MEF – UNION RIGHTS


City Proposed Language:

ARTICLE 6 UNION RIGHTS

- 6.9 Employee Lists. The City shall provide at no charge to the Union, a monthly printout listing bargaining unit employees by department and position, worksite location (to the extent available), full-time equivalency, and employee address. The City shall also provide at no charge to the Union, a quarterly printout listing bargaining unit employees alphabetically by employee address, position title, employment date, full-time equivalency, and leave of absence status. The Union agrees that such information will be treated in a confidential manner.

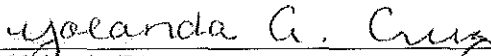
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

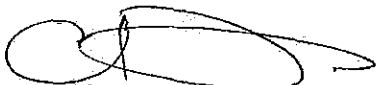

Jennifer Schembri
Interim Director of
Employee Relations

5/15/15
Date

FOR THE UNION:


Yolanda Cruz
President
MEF, AFSCME Local 101

5/15/15
Date


Charles Allen
Business Agent
AFSCME, Local 101

5/15/15
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL – BULLETIN BOARDS

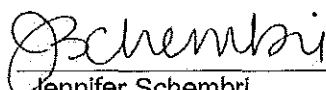
City Proposed Language:

6.6 Bulletin Board

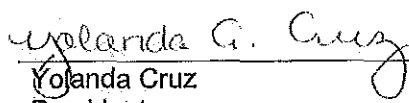
6.6.7 The City agrees to send e-mail communications to employees represented by the Union to announce membership meetings and ratification votes upon request by the Union.

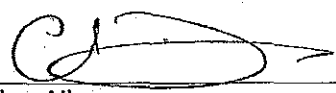
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

 4/24/15
Date
Jennifer Schembri
Interim Director of
Employee Relations

FOR THE UNION:

 4/24/15
Date
Yolanda Cruz
President
MEF, AFSCME Local 101

 4-24-15
Date
Charles Allen
Business Agent
AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

MEF PROPOSAL TO CITY – SAFETY

City Proposed Language:

ARTICLE 16 SAFETY

16.4 The City shall provide to all employees in the Community Service Officer class series, a bulletproof vest at no expense to the employee. The wearing of said vest shall be mandatory. All bulletproof vests shall be replaced before or at the expiration of the warranty period of the vest at the expense of the City.

16.54 No provisions of this Article shall be subject to the grievance procedures of this Agreement. If the Union is not satisfied with the City's determination, the Union can request to meet with the Office of Employee Relations to discuss the City's determination.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

Jennifer Schembri 5/26/15
Jennifer Schembri Date
Interim Director of
Employee Relations

FOR THE UNION:

Yolanda A. Cruz 5/26/15
Yolanda Cruz Date
President
MEF, AFSCME Local 101

Charles Allen 6-4-15
Charles Allen Date
Business Agent
AFSCME, Local 101

2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

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CITY COUNTERPROPOSAL TO MEF – GRIEVANCE PROCEDURE

City Proposed Language:

ARTICLE 21 GRIEVANCE PROCEDURE

21.8 Department Labor Management Committees

21.8.4 The City will provide up to one (1) hour of paid release time for up to five (5) Union representatives for the purpose of preparing for Department Labor Management Committee meetings, and time for attending Department Labor Management Committee meetings when such meetings are scheduled, for any portion of the employee's assigned workday that coincides with this time, except during a normally assigned lunch period. To the extent possible, Union Representatives will schedule preparatory meetings during their normally assigned lunch period. Employees are not eligible to receive overtime compensation for any portions of the meetings that fall either before or after the employee's regularly assigned workday.

21.9 City-Wide Labor Management Committee

21.9.4 The City will provide up to ~~two~~ one (12) hours of paid release time for up to ~~two~~ three (3) Union representatives for the purpose of preparing for and attending the City-Wide Labor Management Committee meeting, and time for attending the City-Wide Labor Management Committee meeting when such meetings are scheduled, for any portion of the employee's assigned workday that coincides with this time, except during a normally assigned lunch period. To the extent possible, Union Representatives will schedule preparatory meetings during their normally assigned lunch period. Employees are not eligible to receive overtime compensation for any portions of the meetings that fall either before or after the employee's regularly assigned workday.

three (3)
Jo
CA.

Tentative Agreement:

Benemeri
5/5/15

 5-5-15

Robyn Zamora sls15
on behalf of Yolanda Cruz

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL TO MEF – EDUCATION AND PROFESSIONAL
PROGRAM**

City Proposed Language:

ARTICLE 12 WAGES AND SPECIAL PAY

- 13.10 Educational and Professional Program. The City will reimburse each employee one hundred percent (100%) of expenses incurred, up to \$1000.00 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the \$1000.00 amount, up to ~~\$6~~500.00 may be used for non-college accredited courses, online courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual Section 4.3.1, Education Reimbursement Policy, outlines additional details of the program.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO MEF – LEAVES

City Proposed Language:

ARTICLE 10 LEAVES


10.3.2 Sick Leave – Part-Time Employees

10.3.3 Use of Sick Leave. Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the employee's child, mother, father, spouse or domestic partner registered with the Department of Human Resources.

Up to a total of forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.


**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

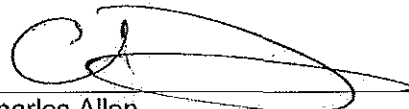
 5/15/15

Jennifer Schembri Date
Interim Director of
Employee Relations

FOR THE UNION:

 5/15/15

Yolanda Cruz Date
President
MEF, AFSCME Local 101

 5-15-15

Charles Allen Date
Business Agent
AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO MEF – LEAVES

City Proposed Language:

ARTICLE 10 LEAVES

10.3.2 Sick Leave – Part-Time Employees

10.3.2.1 During the term of this Agreement, sick leave with pay shall be granted to eligible-part-time employees in the amount of 0.04616 hour of sick leave for each hour worked, exclusive of overtime, and shall be subject to the same restrictions, conditions and limitations as are applicable to paid sick leave for full-time employees.

10.3.2.2 Any such part-time employee shall be entitled to paid sick leave only for those days and number of hours the employee is in fact assigned to work or would have been required to work, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.

10.3.2.3 No eligible-part-time employee shall be entitled to sick leave with pay for any day or portion of a day during which the employee is absent, if in fact, the employee is not assigned to work or would not have been required to work on that day or portion of that day, inclusive of any hours an employee elects to work in addition to their indefinite assignment, notwithstanding the designation, scheduling and indefinite-assignment made pursuant to this Article.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO MEF – HOUSEKEEPING

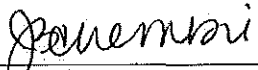
City Proposed Language:

ARTICLE 10 LEAVES

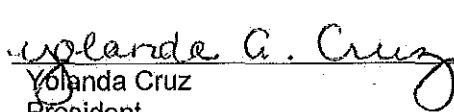
10.2.3 Computation of Vacation Leave. For purposes of accruing vacation, paid leave of absence from duty by reason of sick leave, holiday leave, vacation leave, disability leave, compensatory time-off, or any other paid leave, shall be deemed to be time worked. Prior periods of employment shall be credited to the employee for purposes of determining vacation eligibility, provided that during each such prior employment period, the employee achieved permanent status.


**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

 5/26/15
Jennifer Schembri Date
Interim Director of
Employee Relations

FOR THE UNION:

 5/26/15
Yolanda Cruz Date
President
MEF, AFSCME Local 101

 6-4-15
Charles Allen Date
Business Agent
AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO MEF – HOUSEKEEPING

City Proposed Language:

ARTICLE 13 BENEFITS

- 13.6 Employee Assistance Program. The City recognizes that professional counseling is an important benefit to assist employees in resolving personal and family problems which may otherwise affect the employee's job performance and well-being. Through the EAP, licensed counselors are available to help employees resolve problems and identify strategies for coping with difficult situations. The City will provide an EAP for full-time employees and for part-time employees eligible for benefits under Section 7.8.2 of this Agreement, and will continue such benefits at their current level during the term of this Agreement.

Employees are encouraged to contact the Employee Benefits Division at 535-1285 for details regarding this benefit, or contact ~~MANAGED HEALTH NETWORK~~ at 4.800.227.1060 the plan provider for appointments or further information.

ARTICLE 10 LEAVES

10.4 Disability Leave

~~10.4.1 Disability Leave. Disability Leave Supplement (DLS) was the benefit provided pursuant to this Article, which, when added to Worker's Compensation Temporary Disability (WCTD) resulted in providing employees eighty-five percent (85%) of their regular base salary. Effective July 7, 2013, employees shall no longer be eligible to receive DLS.~~

10.4.21 Termination of Disability Leave. An employee who is unable to return to full time regular duty following the expiration of any and all leave (and the integration of Sick Leave as provided in Section 10.3.3.3), including the integration of accrued vacation, compensatory time off, and sick leave as provided in Article 10.4.32, with Workers' Compensation may be considered to have separated from City service.

10.4.21.1 An employee who exhausts all leave shall be notified that they are subject to the above provision upon expiration of all remaining paid leave.

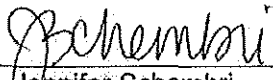
10.4.32 Integration. Effective July 7, 2013, the integration of an employee's available leave will occur in the following order: (a) accrued Vacation hours, (2) earned Compensatory Time once Vacation has been exhausted, and (3) accrued Sick Leave once Vacation and Compensatory Time have both been exhausted.

10.4.32.1 In no event shall an employee receive an amount, including any Workers' Compensation Temporary Disability payments, in excess of the employee's regular base salary.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

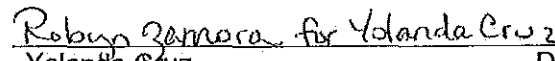


Jennifer Schembri
Interim Director of
Employee Relations

6/4/15

Date

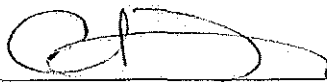
FOR THE UNION:



Yolanda Cruz
President
MEF, AFSCME Local 101

6/4/15

Date



Charles Allen
Business Agent
AFSCME, Local 101

6-4-15

Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – Hours of Work and Overtime

In a Settlement Agreement reached with MEF and CEO related to Unfair Practice Charge No. SF-CE-837-M on August 5, 2014, the City and MEF and CEO agreed to the following language change. This proposal amends the language in the contract per the Settlement Agreement.

City Proposed Language:

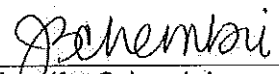
ARTICLE 7 HOURS OF WORK AND OVERTIME

7.11 Overtime and Compensatory Time

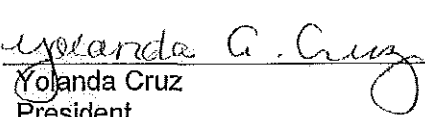
7.11.1 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of Holiday Leave, Paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.


**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

 4/24/15
Date
Jennifer Schembri
Interim Director of
Employee Relations

FOR THE UNION:

 4/24/15
Date
Yolanda Cruz
President
MEF, AFSCME Local 101

 4-24-15
Date
Charles Allen
Business Agent
AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO MEF – LEAVES

City Proposed Language:

ARTICLE 10 LEAVES

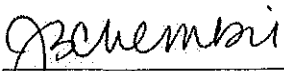
10.3 Sick Leave

10.3.1 Sick Leave – Full-time Employees. Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

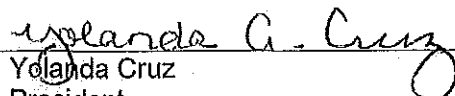
10.3.1.1 Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.04616. Paid leave for holidays, vacation, disability, compensatory time off, or other paid leave shall be considered time worked for purposes of this section.

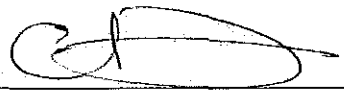
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

 5/26/15
Jennifer Schembri Date
Interim Director of
Employee Relations

FOR THE UNION:

 5/26/15
Yolanda Cruz Date
President
MEF, AFSCME Local 101

 6-4-15
Charles Allen Date
Business Agent
AFSCME, Local 101

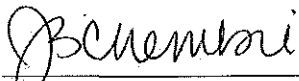
SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF), AFSCME, LOCAL 101

Shift Bidding

Following the ratification of the successor Memorandum of Agreement, the City and MEF agree to meet to discuss shift assignments and any corresponding shift-bidding procedure for the following classifications and Departments:

- Senior Airport Operations Specialists in the Airport
- Animal Service Officers in the Public Works Department
- Police Data Specialists in the Police Records Department

FOR THE CITY:

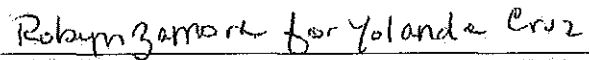


Jennifer Schembri
Interim Director of
Employee Relations

6/4/15

Date

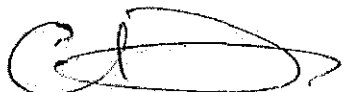
FOR THE UNION:



Yolanda Cruz
President
MEF, AFSCME Local 101

6/4/15

Date



Charles Allen
Business Agent
AFSCME Local 101

6-4-15

Date

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND

THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101


Higher Class Pay

As part of the Labor Management Committee meetings, the City of San Jose ("City") and the Municipal Employees' Federation, AFSCME, Local 101 (MEF) have agreed on modifications to City Policy Manual, Section 4.1.2, Working in a Higher Class, and the approval form contained therein.

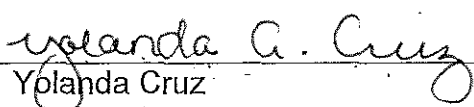
The City and MEF and CEO agree to meet approximately six (6) months following the implementation of the revised City Policy Manual, Section 4.1.2, Working in a Higher Class and approval form to evaluate higher class pay usage since implementation, and to continue discussions related to higher class pay.

FOR THE CITY:

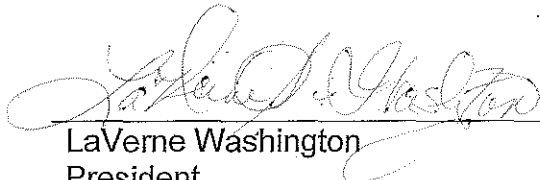
FOR THE UNION:

 6/12/15


Jennifer Schembri Date
Interim Director of
Employee Relations

 6/12/15

Yolanda Cruz Date
President
MEF, AFSCME Local 101

 06/12/15

LaVerne Washington Date
President
CEO, AFSCME Local 101

 6-12-15

Charles Allen Date
Business Agent
AFSCME, Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND

THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Part-Time Employee Issues

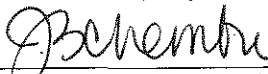
The City and MEF and CEO agree to meet not less than once per month beginning July 2015, to continue discussions on issues related to MEF and CEO represented part-time employees, and reach a resolution by December 31, 2015. Topics that will be discussed in these meetings include, but are not limited to, the following:

- Hours of Work and Overtime Calculation for Part-Time Employees
- Employee Health Benefits for Part-Time Employees
- Discipline Process for Part-Time Employees
- Layoff Process for Part-Time Employees

The agreement to hold these meetings shall not be construed as an agreement to bind either the City or the MEF or CEO to modify part-time employee issues in the successor MOA.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

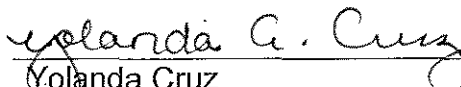


Jennifer Schembri
Interim Director of
Employee Relations

6/12/15

Date

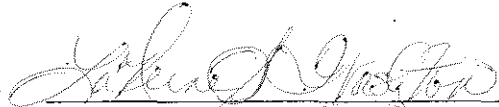
FOR THE UNION:



Yolanda Cruz
President
MEF, AFSCME Local 101

6/12/15

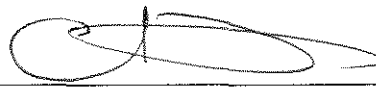
Date



LaVerne Washington
President
CEO, AFSCME Local 101

06/12/15

Date



Charles Allen
Business Agent
AFSCME, Local 101

6-12-15

Date

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Classification Review

The City agrees that it will conduct a classification/compensation review for the classifications listed below by December 31, 2016, subject to funding and the Human Resources Department determining that the classifications meet the criteria for a salary or compensation review, with Departmental input, and that its review may include, but not be limited to, classification structure and/or compensation.

- Biologist
- Chemist
- Code Enforcement Inspector Class Series
- Crime and Intelligence Analyst Class Series
- Geographic Systems Specialist (full classification/compensation study)
- Library Assistant (full classification/compensation study)

The Human Resources Department shall conclude the current market salary survey review for the classifications listed below by December 31, 2015:

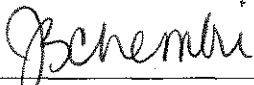
- Buyer I/II
- Development Specialist
- Laboratory Technician Class Series
- Microbiologist
- Network Engineer
- Police Data Specialist Class Series
- Public Safety Dispatcher Class Series
- Senior Airport Operations Specialist Class Series
- Sr. Systems Applications Programmer
- Workers' Compensation Adjuster Class Series

Following this review, the City agrees to meet with MEF to discuss the results of this review. This meeting shall not be considered meeting and conferring and the agreement to hold this meeting shall not be construed as an agreement to change anything related to classification structure and applicable benefits for classifications represented by MEF.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a

successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

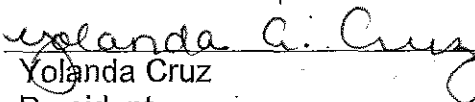


Jennifer Schembri
Interim Director of
Employee Relations

6/12/15

Date


FOR THE UNION:



Yolanda Cruz
President
MEF, AFSCME Local 101

6/12/15

Date



Charles Allen
Business Agent
AFSCME, Local 101

6-12-15

Date

SIDE LETTER AGREEMENT

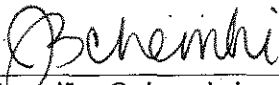
BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Community Service Officer Training Pay

The City and MEF agree that Community Service Officers shall be eligible for additional pay equal to approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Community Service Officer trainee (Training Pay). Community Service Officers shall only be eligible for this Training Pay for a maximum of six (6) weeks for the duration of this agreement.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA, and shall expire on June 30, 2016.

FOR THE CITY:

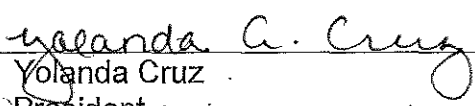


Jennifer Schembri
Interim Director of
Employee Relations

6/12/15

Date


FOR THE UNION:



Yolanda Cruz
President
MEF, AFSCME Local 101

6/12/15

Date



Charles Allen
Business Agent
AFSCME, Local 101

6-12-15

Date

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Calculation of Overtime for Employees in the Police Data Specialist Series PILOT PROGRAM

The City and the Union acknowledge that the MEF Memorandum of Agreement (MOA) has the following language regarding the calculation of overtime compensation:

- 7.12.1 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of Holiday Leave, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

Employees in the Police Data Specialist class series listed below in the Police Department are often required to work mandatory overtime shifts due to the twenty-four hour operations of the Police Department.


- Police Data Specialist I
- Police Data Specialist I (PT)
- Police Data Specialist II
- Police Data Specialist II (PT)
- Senior Police Data Specialist
- Supervising Police Data Specialist

In recognition of the circumstances listed above, effective the first pay period after this agreement has been signed by all parties below and has been approved by the City Council, paid time off (excluding sick leave) shall be considered time worked for the purpose of calculating eligibility for overtime compensation for employees in the classifications in the Public Data Specialist class series listed above, and only during the term of this Pilot Program.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA, and shall expire **on June 30, 2018**. Either party may, at any time, terminate the Pilot Program prior to June 30, 2018, upon fifteen (15) day advance written notice being provided to the other party.

PILOT PROGRAM - Calculation of Overtime for Employees in the Police Data Specialist Series
June 12, 2015

FOR THE CITY:

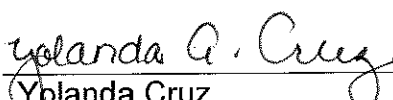


Jennifer Schembri
Interim Director of
Employee Relations

6/12/15

Date

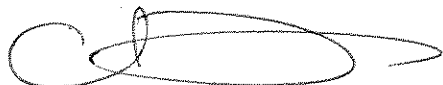
FOR THE UNION:



Yolanda Cruz
President
MEF, AFSCME Local 101

6/12/15

Date



Charles Allen
Business Agent
AFSCME, Local 101

6-12-15

Date

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

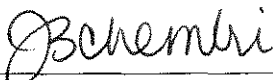
Retirement Administrative Costs

The City and MEF agree to continue discussions regarding the administrative costs of the Federated Retirement System, and the parties agree that a resolution shall be reached by December 31, 2015.

Notwithstanding the above, the pending administrative grievance filed by MEF shall continue to be held in abeyance until a resolution is reached by the City and MEF or until it is withdrawn by MEF.

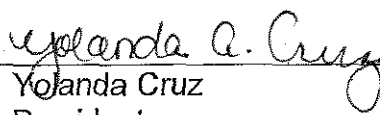
This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:


 6/12/15

Jennifer Schembri Date
Interim Director of
Employee Relations

FOR THE UNION:

 6/12/15

Yolanda Cruz Date
President
MEF, AFSCME Local 101

 6-12-15

Charles Allen Date
Business Agent
AFSCME, Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND

THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Notary Services Pay

The City and MEF and CEO agree to meet to continue discussions regarding notary services pay, and the parties agree that a resolution shall be reached by September 30, 2015.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

J Schembri 6/12/15
Jennifer Schembri Date
Interim Director of
Employee Relations

FOR THE UNION:

Yolanda A. Cruz 6/12/15
Yolanda Cruz Date
President
MEF, AFSCME Local 101

LaVerne Washington 06/12/15
LaVerne Washington Date
President
CEO, AFSCME Local 101

Charles Allen 6-12-15
Charles Allen Date
Business Agent
AFSCME, Local 101

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

AND

THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL 101

EMPLOYEE COMMUTE BENEFIT PILOT PROGRAM

The City and the Confidential Employees' Organization, (CEO), AFSCME, Local 101 ("Union") agree to an Employee Commute Benefit Pilot Program ("Pilot Program").

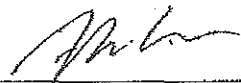
The Pilot Program shall be as follows:

- Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Pilot Program. Seasonal workers and Airport employees are not eligible to participate in the Pilot Program; the Airport provides its own separate employee commute program.
- Participation in the Santa Clara Valley Transit Authority ("VTA") Eco Pass Program will be available to eligible employees, subject to the terms of the Pilot Program, effective October 1, 2014, through December 31, 2015. The distribution of the Eco Pass cards shall start at the beginning of October, 2014.
- Pursuant to the Pilot Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City during the term of the Pilot Program.
 - The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.
 - The Pre-Tax Payroll Deduction Program shall be effective January 1, 2015, through December 31, 2015, pending City Council approval of the contract for a Flexible Spending Account.
- This agreement satisfies the *Sustainable Transportation Incentive Side Letter Agreement* reached between the City and Union dated May 23, 2013.
- It is understood by all parties that the Pilot Program has a term of October 1, 2014, through December 31, 2015.

This Side Letter shall become effective when signed by all parties below, and the Pilot Program shall become effective on October 1, 2014, and expire on December 31, 2015.

Prior to October 1, 2015, the City and CEO will discuss and evaluate the Commuter Benefit Program (for example the utilization of the program). Through that discussion, the City and CEO will discuss the Commuter Benefit Program for 2016.

FOR THE CITY:

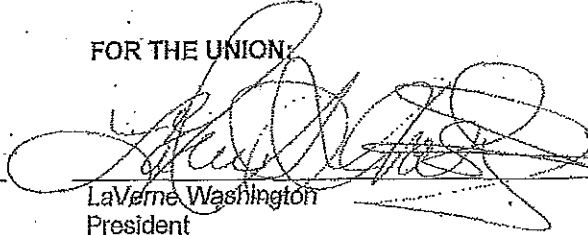


Alex Gurza
Deputy City Manager

9-30-14

Date

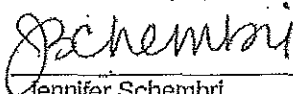
FOR THE UNION:



LaVerne Washington
President
CEO, AFSCME, Local 101

09/25/14

Date



Jennifer Schembri
Deputy Director of Employee Relations

9/30/14

Date



Charles Allen –
Business Agent
AFSCME, Local 101

9/30/14

Date

Side Letter Agreement

RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP AND NEGOTIATIONS

PURPOSE

The parties recognize the importance of funding the current retiree healthcare benefit, and since 2009, have been increasing contributions into the plan in order to begin paying the full Annual Required Contribution to ensure funding of the retiree healthcare benefit.

Neither the City nor the bargaining units have committed to close the plan. However, new employees will not enter the existing retiree healthcare plan. Since current employees share in paying the unfunded liabilities of the current retiree healthcare benefit, new employees who are not in the current plan would not be making those payments. The City has agreed to make the contributions towards the unfunded liabilities that those new employees would have paid had they been in the current plan. The City has agreed to do so in order to allow time for long-term solutions to be developed by a Retiree Healthcare Solutions Working Group ("Working Group") and negotiations.

The goal of the Working Group shall be to develop options that lead to long-term solutions to the retiree healthcare issue.

The City and the Coalition¹ have agreed to immediately continue working on solutions to retiree healthcare both through the Working Group and subsequent negotiations. The parties are committed to working collaboratively towards long-term solutions and have agreed to remain open to considering various options. The options considered will include, but are not limited to, the following:

- Using high-deductible healthcare plans in combination with individual health savings accounts;
- Limitations on the current retiree healthcare benefit in combination with individual health savings accounts;
- Tiered healthcare benefit structures based on length of employment;
- Modification of eligibility requirements;
- Health plan design and rate structure changes;
- Incentives for employees to work beyond normal retirement eligibility; and
- The inclusion or exclusion of new employees in any modifications, or the formation of a completely different plan for new employees.

¹ The San Jose Federated Labor Coalition consists of the following nine (9) bargaining units: Association of Building, Mechanical, and Electrical Inspectors (ABMEI), Association of Engineers and Architects (AEA), Association of Legal Professionals (ALP), Association of Maintenance Supervisory Personnel (AMSP), City Association of Management Personnel (CAMP), Confidential Employees' Organization (CEO), International Brotherhood of Electrical Workers (IBEW), Municipal Employees' Federation (MEF) and International Union of Operating Engineers, Local #3 (OE#3).

RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP

Facilitator:

By August 1, 2013, the City and the Coalition members will mutually agree on an independent person or entity that is knowledgeable in the area of retiree healthcare benefits to facilitate the Working Group.

The facilitator will facilitate the discussions, provide information to the parties, and generally assist in the development of options for long-term solutions. Upon the mutual agreement of the City and Coalition members, other subject matter experts may be engaged to assist in analyzing possible solutions.

The costs of the facilitator and any subject matter experts will be shared equally between the City and the Coalition members.

Participation:

In addition to the City and a representative from each bargaining unit in the Coalition, members of the Working Committee will include a representative of the retirees, and any unrepresented employee group(s).

Meetings:

The City and the Coalition will jointly schedule Working Group sessions in coordination with the facilitator. More frequent and longer Working Group sessions will be scheduled in the early stages of the process. The Working Group sessions will be open to employees and the public.

TIMELINE FOR RETIREE HEALTHCARE SOLUTIONS WORKING GROUP AND NEGOTIATIONS:


The Working Group shall agree upon a facilitator no later than August 1, 2013. The time period to schedule Working Group sessions will be from August 1, 2013, and conclude no later than December 31, 2013, unless the parties mutually agree to extend the timeframe. The City and the Coalition agree that this process will not supplant the meet and confer process regarding retiree healthcare.

Negotiations between the City and the bargaining units shall commence within 14 days upon notice of either party, but no earlier than January 1, 2014. The City and the bargaining units shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply. The parties intend to meet and confer through coalition bargaining. However, all parties reserve their respective rights to withdraw from coalition bargaining. In such an event, the City and any bargaining unit that withdraws from the Coalition will bargain separately.

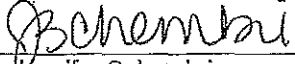
Side Letter Agreement
Retiree Healthcare Stakeholder Solutions Working Group and Negotiations

This Side Letter Agreement is considered part of the tentative agreement on retiree healthcare with the bargaining units and shall become effective only as part of the overall retiree healthcare agreement. Each bargaining unit conducts separate ratification processes, and this Side Letter Agreement shall be effective for those bargaining units who ratify the overall tentative agreement on retiree healthcare and only during the term of those agreements with each respective bargaining unit.


FOR THE CITY:

 6-11-13

Alex Gurza Date
Deputy City Manager

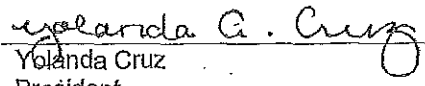
 6/11/13

Jennifer Schembri Date
Deputy Director of Employee Relations

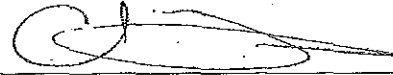
 6/11/13

Cheryl Parkman Date
Executive Analyst
Office of Employee Relations

FOR THE UNION:


 6/10/13

Yolanda Cruz Date
President
MEF, AFSCME Local 101

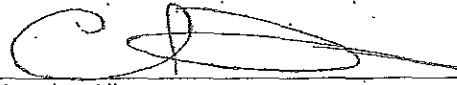
 6/10/13

Charles Allen Date
Business Agent
AFSCME, Local 101

FOR THE UNION:

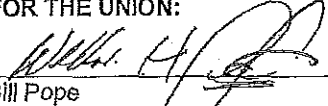
 6/10/13

Laverne Washington Date
President
CEO, AFSCME Local 101


 6/10/13

Charles Allen Date
Business Agent
AFSCME, Local 101

FOR THE UNION:

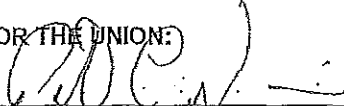
 _____
Bill Pope Date
Business Representative
Operating Engineers, Local 3

FOR THE UNION:

 6/13/13

Vera Todorov Date
President
ALP

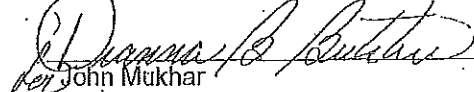
FOR THE UNION:

 6/10/13

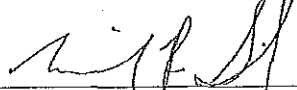
Peter Fenerlin Date
President
ABMEI

Side Letter Agreement
Retiree Healthcare Stakeholder Solutions Working Group and Negotiations

FOR THE UNION:

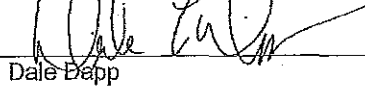
 6/10/13
Date

John Mukhar
President
AEA, IFPTE Local 21

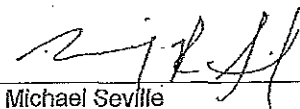
 6/10/13
Date

Michael Seville
Acting Senior Representative
IFPTE, Local 101

FOR THE UNION:

 6/10/2013
Date

Dale Dapp
President
AMSP, IFPTE Local 21


 6/10/13
Date

Michael Seville
Acting Senior Representative
IFPTE, Local 101

FOR THE UNION:

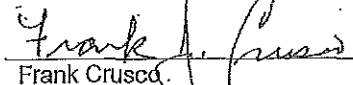
 6/10/2013
Date

Matt Farrell
President
CAMP, IFPTE Local 21


 6/10/13
Date

Michael Seville
Acting Senior Representative
IFPTE, Local 101

FOR THE UNION:

 6-10-13
Date

Frank Crusco
Chief Steward
IBEW, Local 332

 6/10/13
Date

Dan Rodriguez
Business Representative
IBEW, Local 332

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the Municipal Employees' Federation (MEF), AFSCME Local No. 101, agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and MEF, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or MEF receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to MEF and the parties shall commence the meet and confer within ten (10) calendar days after the City gives such notice.

Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative Agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

J. Schembri 6/12/15
Jennifer Schembri Date
Interim Director of
Employee Relations

FOR THE UNION:

Yolanda A. Cruz 6/12/15
Yolanda Cruz Date
President
MEF, AFSCME Local 101

Charles Allen 6-12-15
Charles Allen Date
Business Agent
AFSCME, Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101

City Medical Benefits Reopener

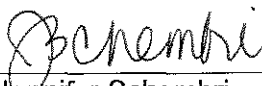
To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Municipal Employees' Federation (MEF), AFSCME Local No.101, the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Articles 13.1 and 13.2 of the MEF MOA and those benefits and service area(s) provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or MEF may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or MEF receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions, under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milias Brown Act. All mandatory impasse procedures (mediation and factfinding (if requested by MEF)) shall be exhausted. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

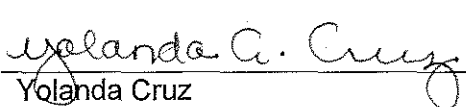
This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below, and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

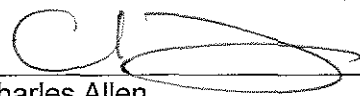


Jennifer Schembri
Interim Director of
Employee Relations
6/12/15
Date

FOR THE UNION:



Yolanda Cruz
President
MEF, AFSCME Local 101
6/12/15
Date



Charles Allen
Business Agent
AFSCME, Local 101
6-12-15
Date